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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MONTANA**

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In Re	)	Cause No: 16-60171
JAMES HOWARD PACE,	)	
Debtor.	)	
	)	
	)	
	)	

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**DEBTOR'S FIRST CHAPTER 13 PLAN DATED 3/21/16**

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1. The future earnings and other income of the debtor is submitted to the supervision and control of the Chapter 13 Standing Trustee as necessary for the execution of this plan as follows:

- (a) **Debtor shall pay to the Trustee the sum of \$750 each month for 60 months or until. Plan payments will total \$45,000 or until all provisions of this Plan have been completed. Debtor shall make the monthly payments directly to the trustee using the TFS system.**

2. From the payments so received, the Trustee shall make disbursements as follows:

(a) Administrative Claims. In advance of all other claims, the Trustee shall pay those claims, fees or charges specified in 11 U.S.C. § 507(a)(1), including the debtor's attorney fees and costs in such amount as may be allowed by the court. As of the date of this plan, Debtor's counsel estimates that total attorney fees and costs for representation of Debtor (excluding the fee for filing the Debtor's petition) will be as follows:

Estimated total attorney fees:		\$ 2,800.00*
Estimated total costs:	+	\$ 500.00
Total estimated attorney fees and costs:	=	\$ 3,300.00
Less retainer:	-	\$ 1,500.00

TOTAL FEES AND COSTS TO BE PAID THROUGH PLAN:	\$ 1,800.00
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\* If this figure differs from the Disclosure of Compensation originally filed by the Debtor's attorney, said Disclosure must be amended simultaneously with the filing of this plan or amended plan, as provided in F.R.B.P. 2016(b).

(b) Impaired Secured Claims. After payments provided for above, the Trustee shall pay allowed secured claims, as determined pursuant to 11 U.S.C. § 506(a), together with interest at the rate prescribed below from the date of confirmation, on a pro rata basis, as follows:

<u>Name of Creditor</u>	<u>Claim Number</u>	<u>Allowed Secured Claim*</u>	<u>Rate of Interest</u>
Valley Bank**	None Filed	\$18,000	3.75%
One Main Financial***	None Filed	\$0	0%
Capital 1/Yamaha	None Filed	\$4,500	3.75%

[\* This figure is the lesser of the total amount of the debt owing to the creditor or the value of the collateral securing the debt.]

\*\* This debt is secured by both the 2011 Dodge Ram and the 2009 Ford Flex. As noted below, Debtor will surrender the 2009 Ford Flex.

\*\*\* This debt is wholly unsecured and OneMain shall be treated as an unsecured creditor under the plan.

Secured creditors shall retain their liens until their allowed secured claims have been paid in full, together with interest. In order for any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

(c) Unimpaired Secured Claims. The following secured creditors, whose claims will be left unimpaired by this plan, are not provided for by this plan and shall receive no payments through the trustee except with regard to those arrearages specified below, if any:

<u>Name of Creditor</u>	<u>Claim No.</u>	<u>Description of Collateral</u>
U.S. Bank Home Mortgage	Un-Filed	Home

Concurrently with the payments on impaired secured claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same have been paid in full:

<u>Name of Creditor</u>	<u>Amount of Arrearage</u>
U.S. Bank Home Mortgage (Mortgage)	\$9,896.28 (as of 1/19/2016)

Upon completion of the Plan, all prepetition arrearages provided for by this plan shall be deemed current.

(d) DOMESTIC SUPPORT OBLIGATIONS. After the payments provided for above, the Trustee shall pay all allowed prepetition domestic support obligations. Such allowed claims for prepetition domestic support obligations shall be paid in full under this Plan, without interest (unless otherwise provided).

<u>Creditor</u>	<u>Complete Address</u>	<u>Claim Amount</u>
NONE		

(e) PRIORITY CLAIMS. After the payments provided for above, the Trustee shall pay allowed claims entitled to priority in such order as specified in 11 U.S.C. § 507.

(f) GENERAL UNSECURED CLAIMS. After the payments provided for above, the Trustee shall pay dividends, to the extent possible, to allowed unsecured, non-priority claims on a pro rata basis.

(g) LIQUIDATION ANALYSIS. The total amount distributed under paragraphs 2.(d), (e) and (f) will be at least **\$1095**

which is more than or equal to what would be available to pay unsecured claims if the debtors' estate was liquidated under Chapter 7 of the Bankruptcy Code. The estimated liquidation value of the Debtors' estate is **\$200**; a discharge will not be entered by the Court until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is less.

3. REJECTION OF CONTRACTS OR LEASES. The debtor(s) rejects the following executory contracts and unexpired leases, and shall surrender property subject to such contracts or leases:

**Type of Agreement**

**Date of Agreement**

**Other Party to Contract**

**NONE**

4. SURRENDER OF PROPERTY. The Debtor(s) surrenders any and all interest in the following described collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. In order for any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

**Secured Creditor**

**Description of Collateral**

**Valley Bank**

**2009 Ford Flex**

5. POSTPETITION SECURED DEBT: The Debtor(s) reserve the right to incur postpetition secured debts, upon prior written approval of the Trustee, for items necessary to debtor(s) performance under this plan.

6. REPORT OF CHANGES IN INCOME: The Debtor(s) shall commit all projected disposable income to the Plan for the applicable commitment period and shall immediately report any changes in income in excess of \$300 per month to the Trustee.

7. OTHER PROVISIONS

**AUTOMATIC STAY**

The Automatic Stay will remain in effect as to the Debtor and the Debtor's property during the pendency of the Debtor's chapter 13 plan unless ordered otherwise by the Court.

**NON-MONETARY DEFAULTS**

Confirmation of this plan will act as a cure of all prepetition, non-monetary defaults with respect to all creditors.

8. DECLARATIONS: Under penalty of perjury, Debtor(s) affirms that all federal and state income, employment and other tax returns due as of the date of this plan have been filed with the appropriate agency, or will be within the time limits set forth in 11 U.S.C. § 1308, and that all postpetition payments due on all domestic support obligations have been paid through the date of this Plan.

9. EFFECTS OF CONFIRMATION: Upon confirmation of this plan, all issues that have been or could have been decided involving any creditors are *res judicata*, and Debtor(s) reserves all rights under applicable federal and state law with regard to those issues, including rights under 11 U.S.C. § 524(i). Debtor(s) specifically reserves all rights under 11 U.S.C. § 524(i), including the right to ensure that all postpetition mortgage payments be applied and credited to Debtor's mortgage account as if the account were current and no prepetition default existed.

10. PREVIOUS BANKRUPTCIES, AND DISCHARGE: (Check one)

- ☐ Debtor(s) is not eligible for a discharge of debts because the debtor(s) has previously received a discharge described in 11 U.S.C. § 1328(f).
- ☒ Under penalty of perjury, Debtor(s) declares that he/she has not received a discharge in a previous bankruptcy case that would cause him/her to be ineligible to receive a discharge in the above-entitled case under 11 U.S.C. § 1328(f).

11. INCOME TAX REFUNDS: (Check one)

- ☐ Debtor(s) projects no income tax refunds during the term of this plan. As a result, no income tax refunds will be turned over to the trustee.
- ☒ Debtor(s) projects income tax refunds during the term of this plan. During the applicable commitment period of the plan, as defined in 11 U.S.C. § 1325(b)(4), Debtor(s) will turn over to the trustee all net income tax refunds.

Debtor(s) projects income tax refunds during the term of this plan, and such tax refunds are included in the Debtor's budget.

DATED THIS 21st Day of March, 2016.

/s/ James Howard Pace

**James Howard Pace**  
Debtor

CERTIFICATE OF MAILING

I, the undersigned, Robert M. Farris-Olsen, do hereby certify under penalty of perjury that a copy of the within and foregoing Debtors' First Chapter 13 Plan Dated this 21<sup>st</sup> day of March, 2016, was sent by first class mail postage prepaid on the 22<sup>nd</sup> day of March, 2016, at Helena, Montana, and directed to the following:

ARS NATIONAL SERVICES INC PO BOX 469100 ESCONDIDO, CA 92046	DISH PO BOX 7203 PASADENA, CA 91109-7303	JAVIER MANUEL PACE 118 WOODWORTH AVE MISSOULA, MT	VALLEY BANK 3030 N MONTANA AVE HELENA, MT 59601
ATLANTIC CREDIT & FINANCE INC PO BOX 11887 BOANOKE, VA 24022	DISH PO BOX 94063 PALATINE, IL 60094-4063	LES SCHWAB TIRE CENTER PO BOX 5350 BEND, OR 97708	VALLEY BANK PO BOX 5269 HELENA, MT 59604
CAP1/YMAHA 26525 N RIVERWOODS BLVD METTAWA, IL 60045	FARM BUREAU PO BOX 1348 LARAMIE, WY 82073	MIDLAND CREDIT MANAGEMENT 2365 NORTHSIDE DRIVE, SUITE 300 SAN DIEGO, CA 92108	VERIZON PO BOX 4005 ACWORTH, GA 30101
CAPITAL ONE BANK USA N 15000 CAPITAL ONE DR RICHMOND, VA 23238	FMA ALLIANCE PO BOX 65 HOUSTON, TX 77001	NAVY FEDERAL CR UNION PO BOX 3700 MERRIFIELD, VA 22119	VERIZON WIRELESS PO BOX 49 LAKELAND, FL 33802
CBNA PO BOX 6497 SIOUX FALLS, SD 57117	GLA COLLECTION CO INC 2630 GLEESON LN LOUISVILLE, KY 40299	NAVY FEDERAL CREDIT UNION PO BOX 3502 MERRIFIELD, VA 22119	VERIZON WIRELESS PO BOX 660108 DALLAS, TX 75266
CLIENT SERVICES 3451 HARRY S TRUMAN BLVD SAINT CHARLES, MO 63301	HUNTER WARFIELD 4620 WOODLAND CORPORATE TAMPA, FL 33614	ONE MAIN 3215 DREDGE DRIVE STE C HELENA, MT 59602	WFDS PO BOX 1697 WINTERVILLE, NC 28590
CREDIT COLLECTION SERVICES 725 CANTON STREET NORWOOD, MA 02062	IC SYSTEM PO BOX 64437 ST. PAUL, MN 55164-0437	ONEMAIN PO BOX 499 HANOVER, MD 21076	
CREDIT ONE PO BOX 60500 CITY OF INDUSTRY, CA 91716	IC SYSTEM PO BOX 64378 ST. PAUL, MN 55164-0378	PORTFOLIO RECOVERY ASS 120 CORPORATE BLVD STE 1 NORFOLK, VA 23502	
CREDIT ONE BANK NA PO BOX 98875 LAS VEGAS, NV 89193	IRS DEPARTMENT OF TREASURY AUSTIN, TX 73301-0030	US BANK HOME MORTGAGE 4801 FREDERICA ST OWENSBORO, KY 42301	
CSO FINANCIAL INC PO BOX 1666 ROSEBURG, OR 97470			

/s/ Robert M. Farris-Olsen  
Robert M. Farris-Olsen, Esq.